

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

PROGRESSIVE ENTERPRISES, INC. /  
CASTAWAYS YACHT CLUB

-against-

M/Y AJARR (Official No. 1079835),  
her engines, tackle, apparel, furniture,  
equipment and all other necessities  
thereunto appertaining and belonging, *in rem*

USDS SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #: \_\_\_\_\_  
DATE FILED: \_\_\_\_\_

NO. 07-cv-4567-KMK-LMS

IN ADMIRALTY

**FINAL JUDGMENT BY DEFAULT  
AGAINST VESSEL AND ORDER  
DIRECTING SALE**

This action having been commenced on May 30, 2007, with the filing of a verified complaint; and the *in rem* defendant having been arrested by the U.S. Marshal on October 25, 2007; and due notice of the action and arrest having been given; and the time for filing statements of right or interest having expired with no such statements being filed; and there being no just reason for delay, it is

ORDERED, ADJUDGED AND DECREED that the plaintiff have judgment against the M/Y AJARR, her engines, tackle, apparel, furniture, equipment and all other necessities thereunto appertaining and belonging (the "Vessel"), *in rem* in the sum certain amount of \$205,698.80, plus costs and disbursements of this action in the amount of \$450.51, amounting in all to \$206,149.31; and it is further

ORDERED that the U.S. Marshal for this District is hereby authorized and directed to sell the Vessel forthwith to the highest bidder at public auction, "as is, where is," free and clear of all liens, claims and encumbrances whatsoever; and it is further

ORDERED that notice of the sale shall be published in *The Journal News* daily for six (6) days prior to the sale, in substantially the form annexed hereto; and it is further

ORDERED that the terms of the sale shall be as follows:

(a) The sale shall be to the highest bidder, "as is, where is," free and clear of all liens, claims and encumbrances whatsoever;

(b) Except as otherwise provided herein, the successful bidder shall pay to the U.S. Marshal at the time of sale a deposit of at least \$1,000.00 or ten percent of the bid, whichever is greater, by certified or cashier's check;

(c) Except as otherwise provided herein, the successful bidder shall pay the balance of the purchase price by delivery of a certified or cashier's check to the U.S. Marshal within thirty-six (36) hours following the sale;

(d) Except as otherwise provided herein, if the balance of the purchase price is not paid by the successful bidder within the time required, the deposit shall be forfeited by the bidder and shall be applied to administrative and *custodia legis* expenses;

(e) Notwithstanding the foregoing paragraphs (b) through (d), plaintiff may bid the whole or part of the amount of this Judgment at the sale and if plaintiff does so and is the successful bidder, plaintiff shall not be required to make any deposit at the time of sale or to pay the purchase price to the extent that its successful bid is equal to or less than the amount of this Judgment, but in that event, plaintiff shall be required to satisfy all costs and fees of the U.S. Marshal, including all administrative and *custodia legis* expenses and any commission due to the U.S. Marshal pursuant to statute to the extent such amounts remain unpaid when the sale is confirmed; and it is further

ORDERED that the sale shall be deemed automatically confirmed if the successful bidder has performed the terms of sale in all respects and no written objection to the sale has been filed within three (3) business days after the sale; and it is further

ORDERED that once the sale of the Vessel is confirmed, the U.S. Marshal shall deliver a Bill of Sale to the confirmed purchaser and the Vessel shall be conveyed to the purchaser by the U.S. Marshal "as is, where is," free and clear of all liens, claims, and encumbrances whatsoever.

✓ Dated: White Plains, New York

~~November~~ \_\_\_\_, 2007

December 11

SO ORDERED:

✓   
UNITED STATES DISTRICT JUDGE

### **NOTICE OF SALE**

Pursuant to an Order of the United States District Court, Southern District of New York (White Plains) entered on .....(Date)..... in the case entitled Progressive Enterprises, Inc./Castaways Yacht Club v. M/Y AJARR, No. 07-cv-4567, the undersigned will sell at .....(Place of Sale)..... on .....(Date and Hour of Sale)..... the property in said Order described and therein directed to be sold, to which Order reference is made for the terms of sale and for a description of the property which may be briefly described as follows: a 40-foot Formula pleasure craft with Hull ID No. TNRD7851G899.

Joseph R. Guccione  
U.S. Marshal